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ABSTRACT

The author discusses what he considers to be the essentials of a good superintendent's contract. He covers such areas as deferred compensation, contract length, vacations, and retirement. (IRT)

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AMERICAN ASSOCIATION OF SCHOOL ADMINISTRATORS
108th Annual Convention
Atlantic City, N. J. February 20-23, 1976

SPEAKER: Elmer C. Grahl, Vice President, Board of Education
Joint School District 8, Plymouth, Wi.

TOPIC: Essentials of a Good Contract for Superintendents

PLACE: Room J, Convention Hall

TIME: 2:30 pm, Friday, February 20

PROGRAM: Page 28

Summary of Remarks

Thank you, Mr. Connor, for that gracious introduction. As my board members, if they were in the audience, would attest - we are not always greeted so kindly.

Mr. Wargo, distinguished panelists, members of the AASA, dedicated School Board members, ladies, and gentlemen, I consider myself highly honored in having been asked to participate and present some of my views here today, concerning some "Essentials of a good contract for Superintendents".

Most of us have no doubt witnessed school situations where the relationship between the Superintendent and Board of Education has become strained to the point where operation of the entire educational system suffers. As responsible Board members and professional school administrators, one of our very important responsibilities is to maintain a good working relationship between ourselves. A well defined and good written contract can be an important factor in the means to fostering a relationship of good will and better understanding between the Superintendent and his Board.

During my brief presentation, some of you perhaps are going to be wondering in your minds about the kind of relationship and contractual agreement we have with our Superintendent back in Plymouth, Wisconsin, so let me take a few moments to tell you a little about it. As he is presiding at another discussion group during this hour, he isn't present to hear what I am about to say; but I think he nevertheless knows pretty well how we feel about him.

By this time, some of you no doubt have through the common geographic identification, realized that our Superintendent, Mr. Elden Amundson, is well known in AASA circles as your Vice-President. May I say that we in the Plymouth School District feel highly honored in having our Superintendent so recognized nationally. We believe that this experience helps him to be a better administrator for us.

You might also be interested in knowing that he has been our Superintendent for 22 years. During this period we have worked cooperatively and very closely in evaluating our educational system to the excellence which we now have. Mr. Amundson is of Norwegian extraction and I am of German extraction, and believe it or not, a friendship has ensued. Mr. Amundson tried to inject many times a modest sense of sanity into our educational process at Plymouth. He didn't always win, but now at times I believe things might have been better if he had. He is a fine and wonderful gentleman in the truest sense of the word gentleman. Whether he would be in education or perhaps even had followed a religious vocation, or had been a lawyer, or an architect, or engineer, Mr. Amundson would be a credit to whatever profession he selected. But, as we all know, he selected as his calling the administrators field of endeavor.

He entered it at a time when it wasn't the most advantageous calling in the world, and especially in the monetary field. At times you were considered perhaps less than a completely respectable citizen, and I guess some of that hasn't left us today. In those

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days many years ago, money for education was struggling for its very existence as it is today. You had to show some guts and have some courage barely to hold on, and Mr. Almquidson had that rare measure of guts and courage that a great leader or administrator must possess.

I am just honored to be in any assembly or meeting where he is present. I am especially honored to be at this convention where his talents and his expertise are so valuable.

Well, you didn't come here to listen to a mutual admiration discourse - even though I think it is kind of good to know from what kind of point of view someone speaks. So let's get down to the business of talking about the Superintendent's contract.

Ladies and gentlemen, there is probably no area of shared concern in American education today that is less well understood than the economics and organization of our administrators salaries and the responsibilities that go with it. Basically, some of our district constituents think that education is delivered in a free market. They think that the decisions which effect the institutional settings, and their delivery for those services, are of no concern to anyone except the local community.

Those of us who are board members are involved, and again I say involved, in planning, financing, and regulating the educational system and at times are faced with the challenge to which we have not yet responded in an effective fashion - namely, protecting the leadership (our administrators). Education is not delivered in a free market, but in a natural monopoly where the consumer, our youth, are powerless to influence costs or the quality through their actions.

It is the responsibility of Boards of Education to employ the most capable personnel to lead them in their actions. In employing an administrator or superintendent of schools, it is essential to negotiate a fair and livable contract. There is much attention focused on conditions of employment for educators. Administrators are professionals, and are concerned about their own job security. They want a favorable contract and contract provisions. The administrator's fairness, honesty, wisdom, and judgement does determine whether your school system and the community will fair or succeed. The demands on the administrator are more today than ever before. Schools are being swept into a more vital part of our society than ever before. Our American culture rests on principles and values and they are being challenged.

We must have statesmanlike leadership in our school districts. A carefully prepared contract with our chief executive, namely the administrator or superintendent of schools, can be most helpful in attaining our goal.

What are the essentials of a good Superintendent's contract?

All contracts should have an agreement of more than one year. A three year contract for Superintendents is realistic because longer contracts lead to more bold and decisive leadership on the part of the Superintendent. This gives them more job security than that which presently characterizes the profession. This will give the Superintendents a chance to accomplish more of their educational philosophy and they can live without the fear that the foot they step on today will be the one that speeds them on their way.

All contracts should be supplemented by written board policies that are applicable to the administrative personnel. Make sure that these board policy's do not conflict with any of the terms of the agreement.

All contracts should have a written agreement on the length of employment. The employment year should be a 12 month period. This should begin on July 1 and end on June 30. In this employment year, the Superintendent should be required to take, not entitled to take, a specified number of weeks vacation. Too many Superintendents are so dedicated to their profession that they take the salary instead of a vacation. These jobs are too demanding on any individual and I believe it should be compulsory for a Superintendent to take a vacation. This will lead to more efficiency and better board relations. Scheduling of vacation time should be with the advance approval of the Board of Education.

With Superintendent's salaries on the rise as they are in all areas - there should be a deferred compensation arrangement made possible in the contract if the Superintendent so elects to. Deferred compensation is a contract arrangement between the School Board and the Superintendent wherein the School Board makes a promise to pay the Superintendent an amount of his salary at some stipulated future date for his services currently rendered. This contract could call for the School Board to pay the Superintendent specified amounts for a certain period or for life after his retirement or disability, or his beneficiary in event of his death prior to his retirement.

Income that would otherwise be taxed to the Superintendent would then be deferred from personal federal and state taxes until after his retirement. Then he would be normally in a lower tax bracket. Deferred compensation is a non-qualified plan which does not require filing with the Internal Revenue Service.

Superintendents of schools today are faced with more complex duties and responsibilities than they ever have been before in our educational processes. Therefore, one of the more important essentials of a Superintendent's contract is the Income Replacement Area which should be so designed to protect the salary of the Superintendent during extended periods of illness. Many educators today get at least 120 days of fully paid sick leave allowance. I believe Superintendents should have protection beyond the limits of School District paid sick leave. This area would be accident and sickness insurance. With the possibility of the Board of Education paying most of the premium.

There should be a formal agreement on the use of an automobile for all the school related activities and district business travel expenses. There should be reasonable and customary accommodation with full reimbursement for the actual cost of meals and lodging in the agreement.

The school districts should require an annual physical examination with the choice of the examiner up to the Superintendent and paid for by the Board of Education.

The School District should pay the Superintendent's expenses when he participates in outside seminars or special programs that helps maintain and extend his professional knowledge.

One of the more important essentials for a Superintendent's Contract today, as never before, is a malpractice insurance coverage with limits of at least one million demanded by the Boards of Education to be written into the contract or agreement.

I believe the time is near when Boards of Education are going to have to pay a percentage of a long-term disability income insurance policy which will begin after the number of sick days have terminated and then will provide a percentage of the Superintendent's monthly salary.

There must be areas written in a good contract for Superintendents which does protect the Boards of Education and the district constituency. For our protection and to keep our schools open in the event the Administrator is unable to substantially perform the services, his duties and responsibilities required of him by reason of illness, accident or other cause beyond his control and if the disability is permanent or if it would be of such a nature as to make the performance of his duties impossible, then the Board may terminate his contract and employ a replacement.

There should be language written into a Superintendent's contract in the area of or the event of a termination of his contract. The only valid causes for termination of a Superintendent's contract shall be immorality, incompetency, persistent negligence, mental derangement, cruelty, and the participating in un-American or subversive doctrines. The Board of Education shall also terminate the service of a Superintendent at the age of 65 or at the age when he becomes eligible to receive full Social Security.

There are other areas for consideration in writing these contracts, such as academic certification, certification of good health, oaths of allegiance, educational and experience requirements. They may be written to restrict outside employment or activities that might negatively effect the performance of the administrator. There could also be provisions for resignation, leaves of absence, dismissal and settling grievances.

Of course, all Superintendents or employment contracts cover information on salary to be paid in consideration for services rendered. The board will pay the Superintendent of School's salary of # of $ the first year, # of $ the second year, and # of $ the third year. If the salary for the second and third years are not agreed upon at beginning of the contract, it shall be agreed upon a later date. The salary shall be paid for by the board on payroll, less the deductions required by Internal and State Departments of Revenue, State Statutes according to your particular state law, and any other authorized deductions as permitted by Board Policy.

Previously I referred to School Board policies. In general, the function of the School Board is to establish policies and goals for the school system. The function of the administrator or superintendent is to carry out these policies and obtain the established goals.

This is rather a good definition of function, but in practice the policy-administration distinction can become very confusing and often is the basis of serious conflict between the Superintendent and the Board of Education. A policy is a general statement of principle. Actually rules and regulations are difficult to differentiate from policies.

If the Superintendent of Schools helps develop policy collectively with the Board, there should be no reason for conflict in the determination of or regulation of them. The school board should never try to take over functions which are the Superintendent's executive duties. Honesty between both parties can lead to a successful operation of the school system.

You, who are administrators throughout the country, are in the front line trenches. I look upon you as colleagues in a very great struggle. Of course, we may not always agree on issues in the months and the years that lie ahead, but colleagues need not always agree. As we all will be trying to find ways to solve the most critical dilemma facing the nation, how to translate all the technical knowledge of educators into real learning experiences for the masses throughout the country. I do not believe there is a more criticalissue confronting the nation today.

Ladies and gentlemen, you've been kind, you've been patient, and for that I am extremely grateful. You are great people and a great audience. You work with your hands, your skills and your God-given talents.

And we can see that these dreams become a reality if we hang together. Some wise man said if we don't hang together, most assuredly we willhang separately. That's true of education in this country today, ladies and gentlemen. If we don't hang together in our leadership roles, if we don't show greater courage and a greater sense of guts than we've ever had before, as sure as I'm standing at this speaker's rostrum, we will hang separately. We'll hang separately in the kind of economic mess that noe of us want to leave for those young people that will follow in our footsteps.

So, let's hang together, not as school board members, not as administrators, not just as management, but as citizens. As people who believe in God, in Country, in education and in our future. May God Bless You All.

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